

Prepared by:  
Renasant Bank  
Attn: Jack Talbert  
P. O. Box 709  
Tupelo MS 38802  
(877)367-5371

7/07/08 9:08:36  
BK 2,921 PG 38  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**NOTICE TO CLERK:** Please note the recording of this Modification on the margin of the Deed of Trust referenced in the first WHEREAS paragraph below. Indexing instructions for this Modification are on page two of this Modification. Please return the recorded Modification to the address of Beneficiary shown above.

**MODIFICATION OF DEED OF TRUST**  
("Modification")

WHEREAS, **PARAMOUNT CONSTRUCTION CORP.**

as Grantor(s) (individually and collectively "Debtor") executed a Deed of Trust to Renasant Bank as beneficiary ("Beneficiary") dated 08/29/2006, and recorded in Book 2559 at Page 567-571 or as Instrument No. N/A in the land records in the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), which Deed of Trust grants to Beneficiary a lien on certain real and/or personal property, as more particularly described in the Deed of Trust, which description is incorporated by reference and made a part of this Modification; and

WHEREAS, the Deed of Trust secures certain indebtedness, as described herein, of \_\_\_\_\_

**PARAMOUNT CONSTRUCTION CORP.**

(individually and collectively "Borrower") to Beneficiary, which indebtedness is evidenced by a promissory note and/or any renewal, modification or refinancing thereof (collectively "Note"); and

WHEREAS, Borrower has requested a modification of the terms of the Note and Beneficiary has agreed subject, in part, to Debtor's execution of this Modification; and

WHEREAS, Borrower has executed an agreement, with an effective date of 06/17/2008 (the "Agreement"), modifying, extending, or otherwise changing the terms of the Note, which Note as modified: (a) had a principal balance of \$ \$140,000.00 as of the effective date of the Agreement, (b) bears interest at the ☐ fixed ☒ variable rate specified in the Note and/or Agreement, and (c) ☐ (if marked) evidences a line of credit, as indicated on the face of the Deed of Trust, which line of credit, as modified, is in the principal amount of \$ \_\_\_\_\_, and (d) is payable in accordance with the terms specified in the Note and/or Agreement, with a final payment of all unpaid principal and accrued interest, if not sooner paid, being due and payable in full on the 17th day of December 2008 (the "Maturity Date"); and

WHEREAS, Renasant Bank was formerly known as The Peoples Bank & Trust Company; and

WHEREAS, the undersigned Debtor and Beneficiary desire to modify the Deed of Trust in order to note of record that the lien of the Deed of Trust extends to the Note as modified by the Agreement.

NOW, THEREFORE, in consideration of the premises, the undersigned Debtor and Beneficiary agree as follows:

1. The Deed of Trust is hereby modified to reflect the modifications to the Note, as set forth above, and to extend the lien of the Deed of Trust such that the statute of limitations will not begin to run until the Maturity Date of the modified Note, as set forth above.
2. Except as expressly modified herein, the Deed of Trust, all terms of which are hereby expressly incorporated herein by reference, shall remain unchanged and in full force and effect as originally executed. The lien of Deed of Trust is extended to and shall continue to secure the Note, as modified, as well as any subsequent renewal, modification, or refinancing thereof, and all other indebtedness which may be secured by the Deed of Trust under the terms thereof. The amount set forth herein shall not be construed to restrict or limit the scope of the Deed of Trust as it applies to the indebtedness identified therein as secured.
3. This Modification is intended to be a modification only of the Deed of Trust and not a discharge or novation of the Deed of Trust or the indebtedness secured thereby, and this Modification is not intended to, and shall not in any manner, impair the lien or affect the validity or priority of the Deed of Trust.
4. Consent by the Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of the Deed of Trust as modified herein nor obligate Beneficiary to make any future changes or modifications. Nothing in this Agreement shall constitute a satisfaction of the Note or other credit agreement secured by the Deed of Trust. It is the intention of Beneficiary to retain as liable all parties to the Deed of Trust and all parties, makers, endorsers, guarantors and other accommodation parties to the Note, unless a party is expressly released by Beneficiary in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification.
5. **THE CHANCERY CLERK IS AUTHORIZED AND REQUESTED TO NOTE THE RECORDING OF THIS MODIFICATION ON THE MARGIN OF THE DEED OF TRUST.**

SIGNATURES ON REVERSE SIDE

WITNESS the signatures of the parties this 17th day of June 2008.

BK 2,921 PG 39

Debtor:  
PARAMOUNT CONSTRUCTION CORP.

By: JOE WHITFIELD, President

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Address of Debtors:

1473 HIGHWAY 51  
HERNANDO, MS 38632-1150

Renasant/Bank

By: Jack Talbert

Name: Jack Talbert

Title: F.V.P.

### INDEXING INSTRUCTIONS

SECTION 9, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she/they executed the above and foregoing instrument.

Notary Public

My Commission Expires: \_\_\_\_\_

### CORPORATE, PARTNERSHIP, LIMITED LIABILITY CO, OR ASSOCIATION ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June 08, within my jurisdiction, the within named JOE WHITFIELD of PARAMOUNT CONSTRUCTION CORP., a Corporation, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said Corporation.

Notary Public

My Commission Expires: \_\_\_\_\_

### BANK ACKNOWLEDGMENT

STATE OF Mississippi  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, within my jurisdiction, the within named Jack Talbert of Renasant Bank, a Mississippi banking corporation, and that for and on behalf of the said Corporation, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires: \_\_\_\_\_